

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MASSACHUSETTS

In re:)
Amy Nixon,) IN PROCEEDINGS UNDER
Debtor) CHAPTER 13
) CASE NO. 09-19877
)

DEBTOR'S MOTION TO REINSTATE PETITION

NOW COMES Amy Nixon, Debtor, and respectfully requests that this Court reinstate her Chapter 13 Bankruptcy Petition. Amy Nixon refers to her accompanying affidavit which attempts to embrace all problems and statements that apparently have occurred in this matter between and among the Bankruptcy Court, Attorney Richard Rogerson, and myself. Amy Nixon further suggests that she be allowed to attempt to reinstate her matter with an attorney who is competent in these matter and who is Amy Nixon's prior attorney on other matters that she did not go to at this point in time.

Further Amy Nixon states that she is an appropriate wage earner for a Chapter 13 plan and while it is difficult for her and she is able to make the monthly plan payments that will allow the plan to move forward.

Respectfully submitted:
AMY NIXON, Debtor
By her Attorney,

Dated: 1/20/2011

/s/ Richard S. Weiss
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AFFIDAVIT OF AMY NIXON

I, Amy Nixon, make oath and do swear that the following is true to best of my knowledge and belief.

I, Amy Nixon, hired Attorney Richard A. Rogerson to be my attorney in my bankruptcy. Attorney Rogerson instructed me that under the circumstances where I was a wage earner making I believe between \$60,000 and \$70,000 per year that I would probably have to do a chapter 13 case. In going over the history of my actions with respect to Mr. Rogerson and the Bankruptcy Court, I will address each allegation.

First, when the case was dismissed in December 3, 2009 I was up to date in filing all documents as were requested by the Bankruptcy Court and Mr. Rogerson. Mr. Rogerson himself was tardy in filing my paperwork and I was not responsible for that. The case was reinstated December 18, 2009. The dismissal for failure to file an amended plan on March 24, 2010 was completely the fault of my attorney, Mr. Rogerson. I do not fully understand how the Bankruptcy worked and he was instructing me and of course, I gave him no instructions or negative statements in him not filing an appropriate plan as the bankruptcy called for. That dismissal was reinstated on April 19, 2010.

The next transgression was that several payment plans were not made and I was waiting for direction from Attorney Rogerson and I did not receive same. I would purchase money orders, a group of them at one time and just hold them and wait for Mr. Rogerson to tell me what to do with them, and he did not give me clear advice as to what I should do. I believe I actually sent in several or many of my money orders to make the payment. However, I believe my plan payment kept changing (the plan payment was

never accepted) and again I never would violate any order from Mr. Rogerson, but he just did not explain things to me or tell me what to do.

It did come to my attention that the Trustee filed a motion to dismiss the case on November 30, 2010. In reading Patricia Reemer's summary of the history of this matter, it states that the Bankruptcy Court wanted an affidavit especially showing that I had all monies available to make payments and to bring the plan up to date.

Again this situation was not explained to me by Mr. Rogerson and he never approached me in December to make an affidavit in the manner that I am making it now to try and become up to date and current with the plan.

I point out to the Court that the supposed affidavit of December of 2010 and my payments have actually been rectified because I did send into the Court two money orders totaling \$919.00 which was my stated arrears. The Court did have \$1,753.00 of monies that I had paid (and of course the \$919.00 must be based on the \$1,753.00 subtracted from the total that I did owe the Chapter 13 plan at that time). Therefore that aspect of the case is brought up to date in that I do acknowledge that the Bankruptcy Court has sent me a check for \$1,753.00 which my new attorney, Richard Weiss, has requested that he be given so that he can pay the Court. I am making this affidavit on January 20, 2011 and I will try and get that check back to Mr. Weiss intact as soon as possible. As I also write this affidavit, the Court now does have my other check for \$919.00 and again I believe the Court should be satisfied that the monies are brought up to date at this point in time.

Again, I reiterate that it is my attorney and not me who has been remiss in not following all orders and deadlines of the Court. This case was dismissed on December 22, 2010.

I have gone to my new attorney Richard Weiss to attempt for him to clear things up and he informs me that he has spoken to Mr. Rogerson and Mr. Rogerson has agreed to disgorge \$500.00 of my fee to Mr. Weiss for him as partial payment to attempt to rectify matters. Mr. Weiss informs me that as of January 19, 2011, Mr. Rogerson says he filed a motion for reinstatement, though I do not have that in my possession.

With the above explanation, I am relying on Attorney Richard Weiss to correct things and file things in a timely fashion and submit a plan that will be accepted by the Court, and of course during this time, I will make my payments in a timely fashion. I respectfully request that this Court show me some leniency in that even Patricia Reemer stated to Mr. Weiss that it appeared that some if not all of the problems of this case are Mr. Rogerson's problems and not my own.

At this point in time, the hard part of rectifying matters is done in that the Court now sees that I am now 100% up to date in my payments. I have taken action and hired a new attorney to hopefully rectify this situation and I request that the Court allow the reinstatement under whatever terms they find reasonable and just.

Signed under the Pains and Penalties of Perjury this 20th day of January 2011



Amy Nixon, Debtor